

ITEM 1
MANAGER'S REPORT NO. 39
COUNCIL MEETING May 21/74

Re: Contract - Holland Landscapers Limited
Cariboo Hill School-Park Track and Field

The following correspondence from Mrs. A. Graham, Secretary to the Parks and Recreation Commission, advises that the Commission on May 1, 1974 approved an extension of a contract involving construction of the Cariboo Hill School-Park track and field.

RECOMMENDATION:

THAT Council concur with the Commission's action and authorize the extension of the contract with Holland Landscapers Limited from April 20, 1974 to June 1, 1974; with the understanding that the contract would be extended without implementation of the \$50 per day liquidated damages and subject to extension of the performance bond; and

THAT no further extension of time be approved for the work except for time lost because of impossible weather conditions or other factors that in the opinion of the Parks and Recreation Commission are beyond the Company's control.

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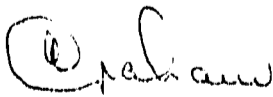
TO: MANAGER May 13, 1974.
FROM: PARKS & RECREATION COMMISSION
RE: CONTRACT - HOLLAND LANDSCAPERS LIMITED
CARIBOO HILL SCHOOL-PARK TRACK & FIELD

The completion date of the above contract was April 20, 1974. The Contractor has submitted the attached letter requesting an extension of 30 days because of the inclement weather.

The Parks and Recreation Commission, at its meeting of May 1, 1974, approved the extension of the contract with Holland Landscapers Limited for the construction of the Cariboo Hill School-Park Track and Field from April 20, 1974 to June 1, 1974. The Commission further directed that the Contractor be advised that Sections 28 and 29 of the General Conditions of Contract (copy attached) will be enforced after the June 1, 1974 deadline.

RECOMMENDATION:

That Council concur with the Commission's action and authorize the extension of the Contract with Holland Landscapers Limited from April 20, 1974 to June 1, 1974.


(Mrs.) A. Graham,
SECRETARY.

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attachments

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HOLLAND LANDSCAPERS

6969 GREENWOOD STREET, BURNABY 2, BRITISH COLUMBIA

TELEPHONE 299-5751

April 22, 1974.

The Corporation of the
District of Burnaby,
4949 Canada Way,
Burnaby 2, B.C.

59-2

Attention: Mr. B. Wilkinson,
Parks Board Administrator.

Dear Sir,

Re: Cariboo Hill Track & Field.

The inclement weather we have experienced this spring has held up progress on the above project. Consequently, we are unable to complete our work by the required completion date.

The purpose of this letter is to request an extension of 30 days in which time we should be able to complete seeding.

Yours very truly,

HOLLAND LANDSCAPERS LIMITED,

T.M. Charters
T.M. Charters.

TMC/er



INDUSTRIAL, RESIDENTIAL AND COMMERCIAL LANDSCAPING AND GOLF COURSE CONSTRUCTION

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COUNCIL MEETING May 21/74

Sections 28 and 29 of the General Conditions of Contract

28. TIME FOR COMPLETION OF THE WORK

Time shall be strictly of the essence of this Contract. The Contractor shall complete the work within the time specified in the Form of Tender. Should the Contractor fail to complete the work within the time specified, together with any extension of time granted by the Corporation as herein provided, then the Corporation may deduct and retain out of the monies due or to become due under this agreement as liquidated damages fixed and agreed to in advance, and not by way of penalty, for the non-completion of the work within the time specified, the sum of Fifty Dollars (\$50.00) per day for each calendar day of such delay. Should the Contractor fail to complete the work within the time specified, together with any extension of time granted by the Corporation as herein provided, then the Contractor shall compensate the Corporation and shall be responsible for any and all loss or damage thereby suffered by the Corporation and all costs which the Corporation shall be put to by reason thereof and same shall be charged to the Contractor and be recoverable from him as herein provided or by any other means. If the Contractor fails to complete the work within the time specified but nevertheless is permitted to proceed and complete the work, such permission shall not modify nor waive in any respect any forfeiture or liability of the Contractor for loss or damages arising from such non-completion within the time specified.

29. EXTENSION OF TIME

If the Contractor desires to claim an extension of the time allowed for the completion of all or any part of the work by reason of being ordered to perform extra work and/or furnish extra material or consequent upon any delay occasioned by strikes, lockouts, by other than the Contractor himself alone, force majeure, or other cause beyond the control of the Contractor, he must give notice in writing to the Corporation within three (3) days after any such order has been given or such delay has first arisen, stating the reason for such delay and requesting an extension of time and in such event, the Corporation shall in its absolute discretion determine what extension of time, if any, shall be allowed the Contractor for the completion of the work. No claim by the Contractor for an extension of the time allowed for the completion of all or any part of the work shall be considered or allowed by the Corporation unless presented in the manner and within the time prescribed therefor in this Clause, unless the Corporation determines otherwise. The Corporation may extend the time for completion of all or any part of the work, including extra work, by giving the Contractor notice in writing.